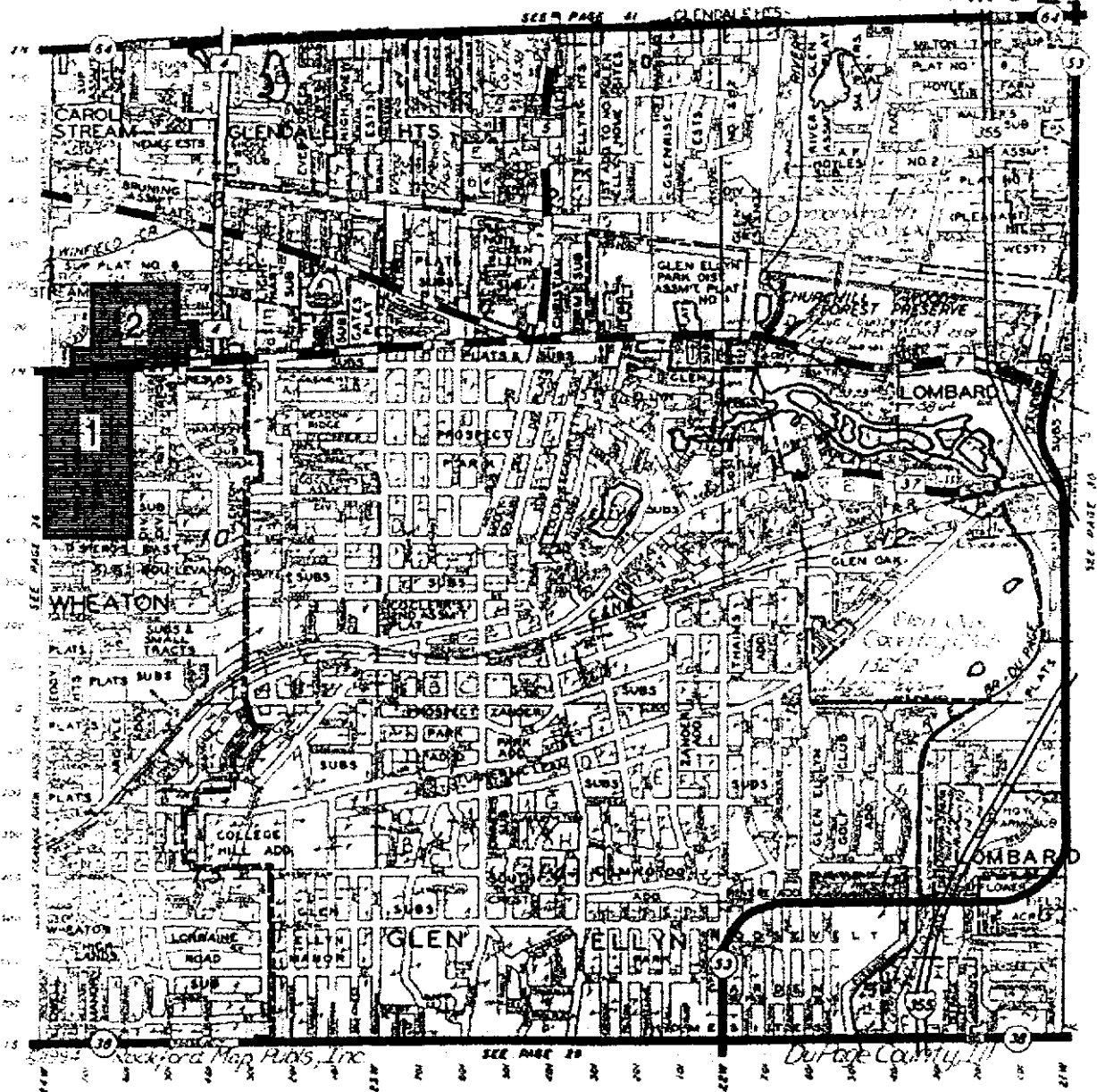


EXHIBITS

- Exhibit A: Liberty Ridge East System Service Area
- Exhibit B-1: Preliminary Plans for the Liberty Ridge East System Connection Facilities
- Exhibit B-2: Preliminary Plans for the Commission Connection Facilities and the Point of Delivery
- Exhibit C: Citizens Utilities System and Unit Systems
- Exhibit D: Calculation of Water Storage Requirements
- Exhibit E: Metering Station Easement Agreement
- Exhibit F: Illustrative Calculation of Section 12(c)(iii) Amount and Payments
- Exhibit G: Illustrative Schedule of Events

T.39N.-R.10E. 27



DOCKET NUMBER

1. 84-0178
2. 92-0100



LIBERTY RIDGE EAST SYSTEM SERVICE AREA

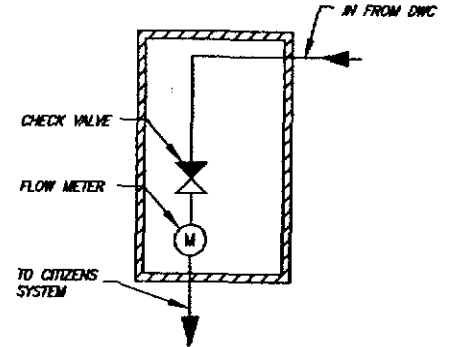
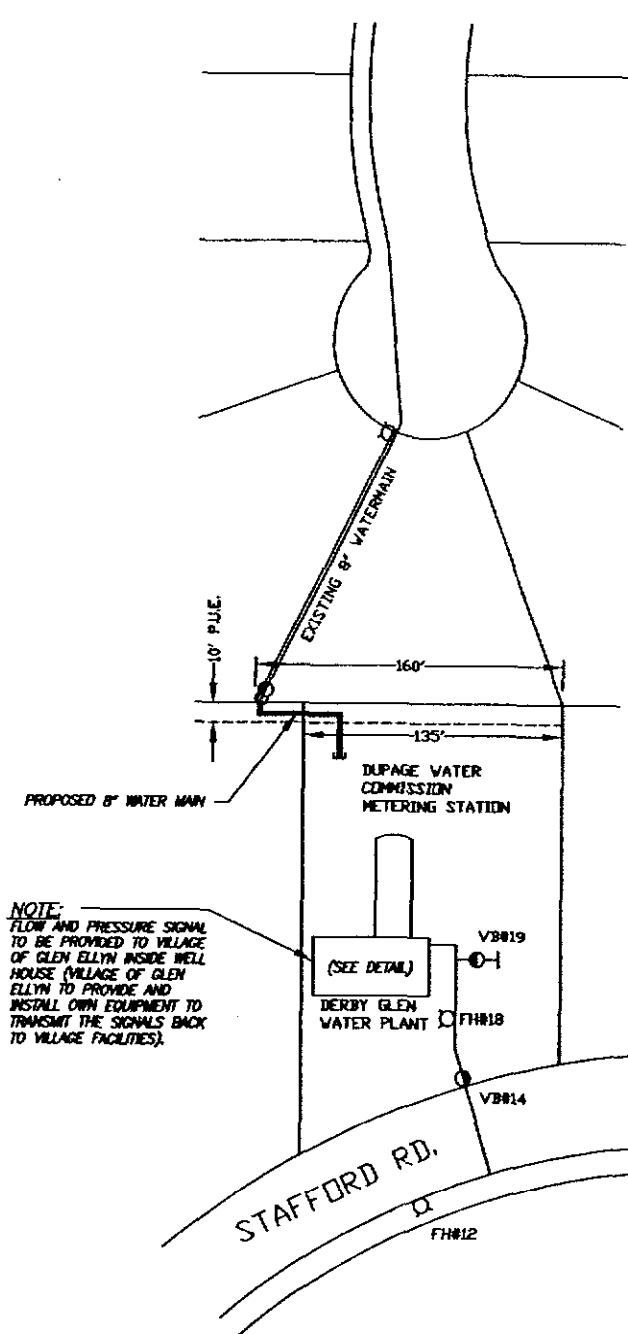
APP. BY: B

DR. BY: SB

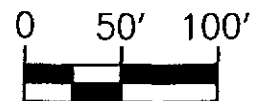
DATE: 02/16/01

DWG. NO.:
EXHIBIT A

EXHIBIT "B-1"



DETAIL - INSIDE CITIZENS WELL HOUSE
NOT TO SCALE



SCALE: 1"=100'

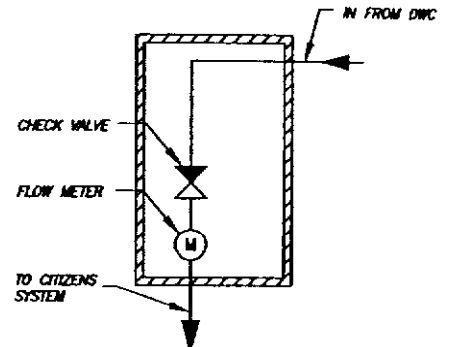
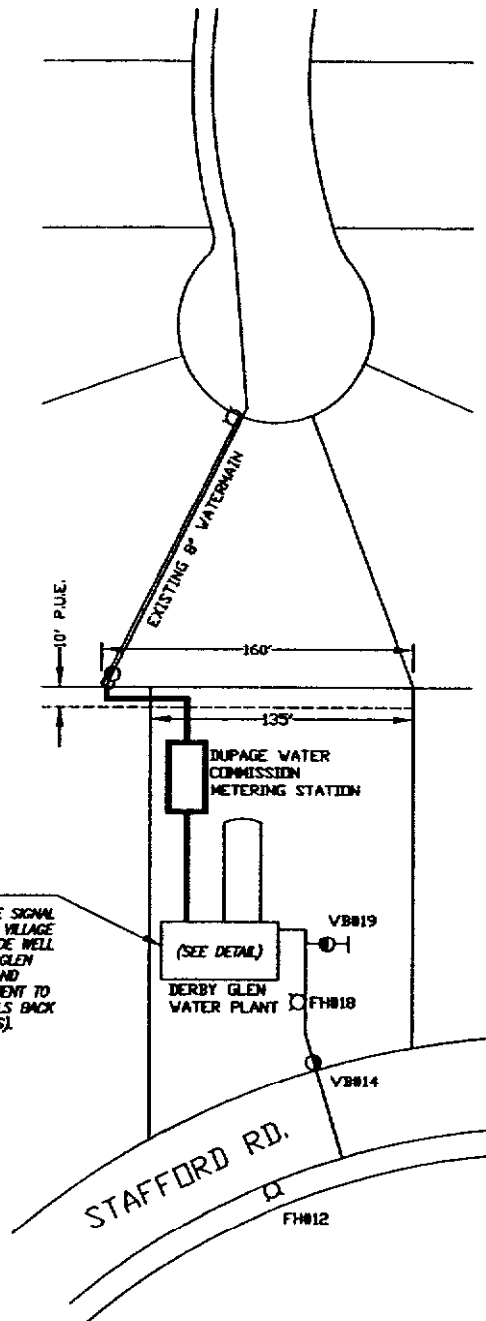
g:\cadd\swgs\gen-office\Bob\DP-EXH-1B1



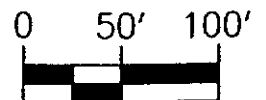
PRELIMINARY PLANS FOR THE LIBERTY RIDGE
EAST SYSTEM CONNECTION FACILITIES

APP. BY:	DR. BY:
BK	SB
DATE:	02/20/01
DWG. NO.:	EXHIBIT B-1

EXHIBIT "B-2"



DETAIL -- INSIDE CITIZENS WELL HOUSE
NOT TO SCALE



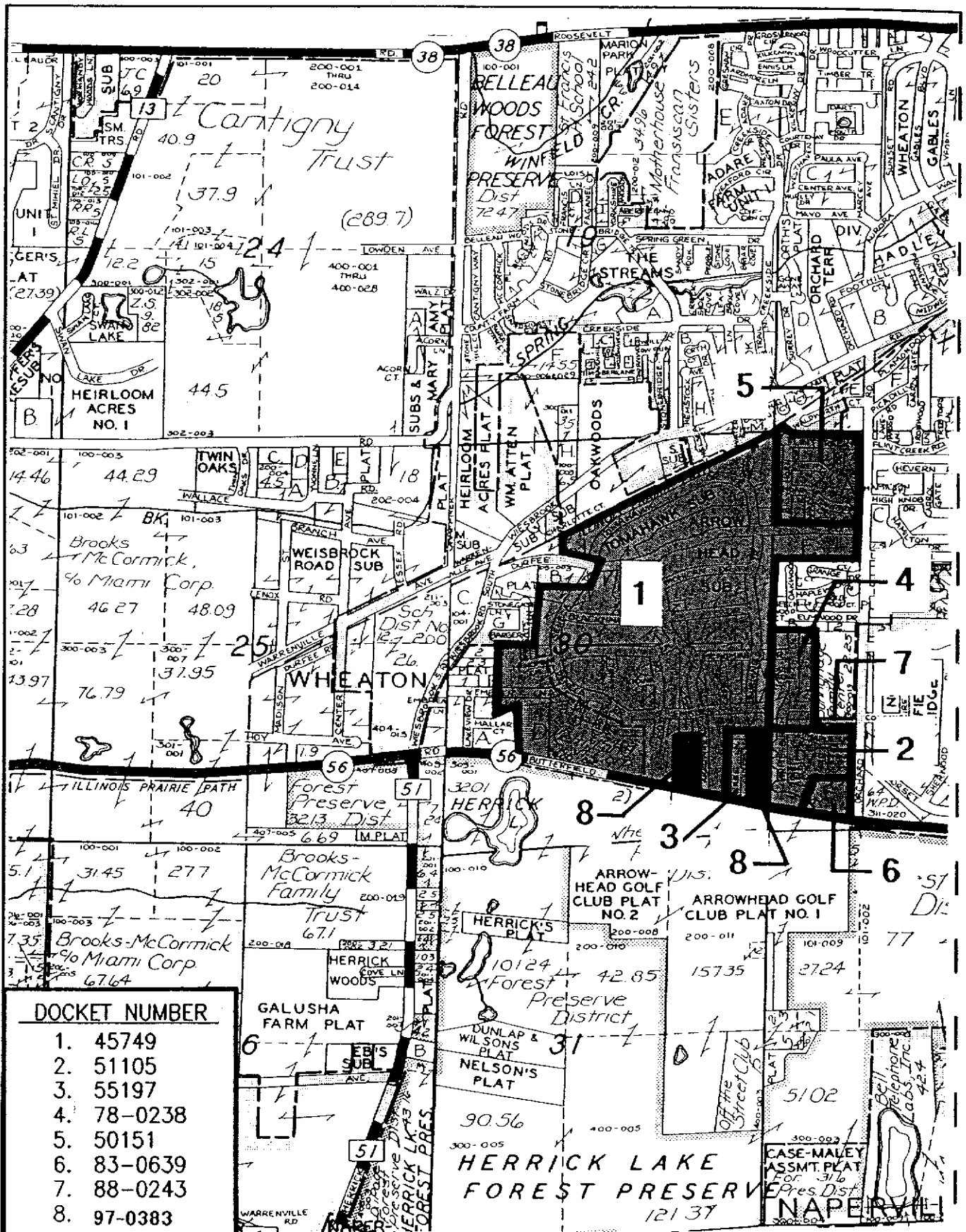
SCALE: 1"=100'

g:\codd\dwg\gen-office\Bob\DP-EXH-1B2



PRELIMINARY PLANS FOR THE COMMISSION
CONNECTION FACILITIES AND THE POINT OF DELIVERY

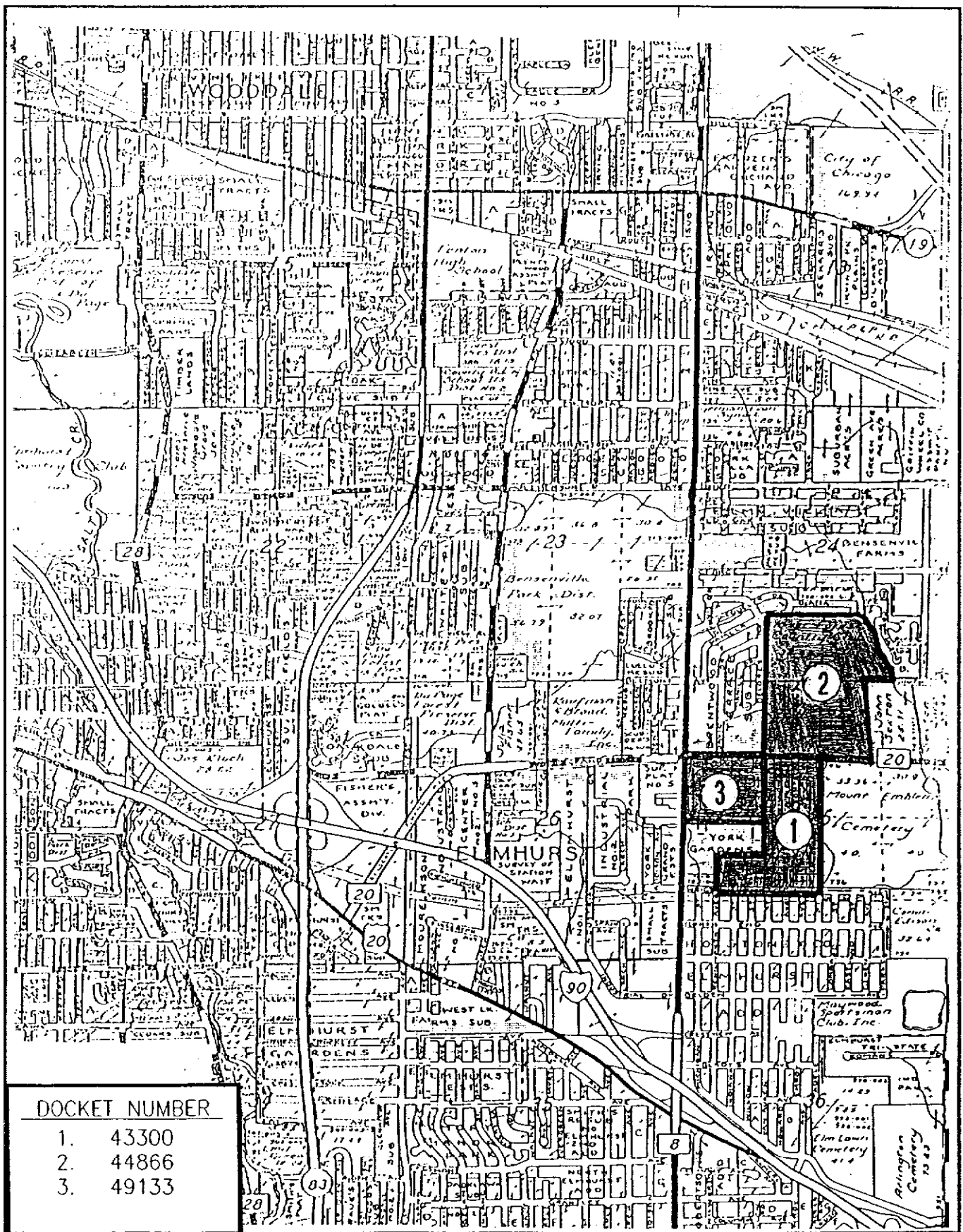
APP. BY:	BK	DR. BY:	SB
DATE:	02/20/01		
DWG. NO.:	EXHIBIT B-2		



CITIZENS
water resources



ARROWHEAD
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS
DUPAGE COUNTY T 39 N R 10 E
EXHIBIT C DWG. 2 OF 8



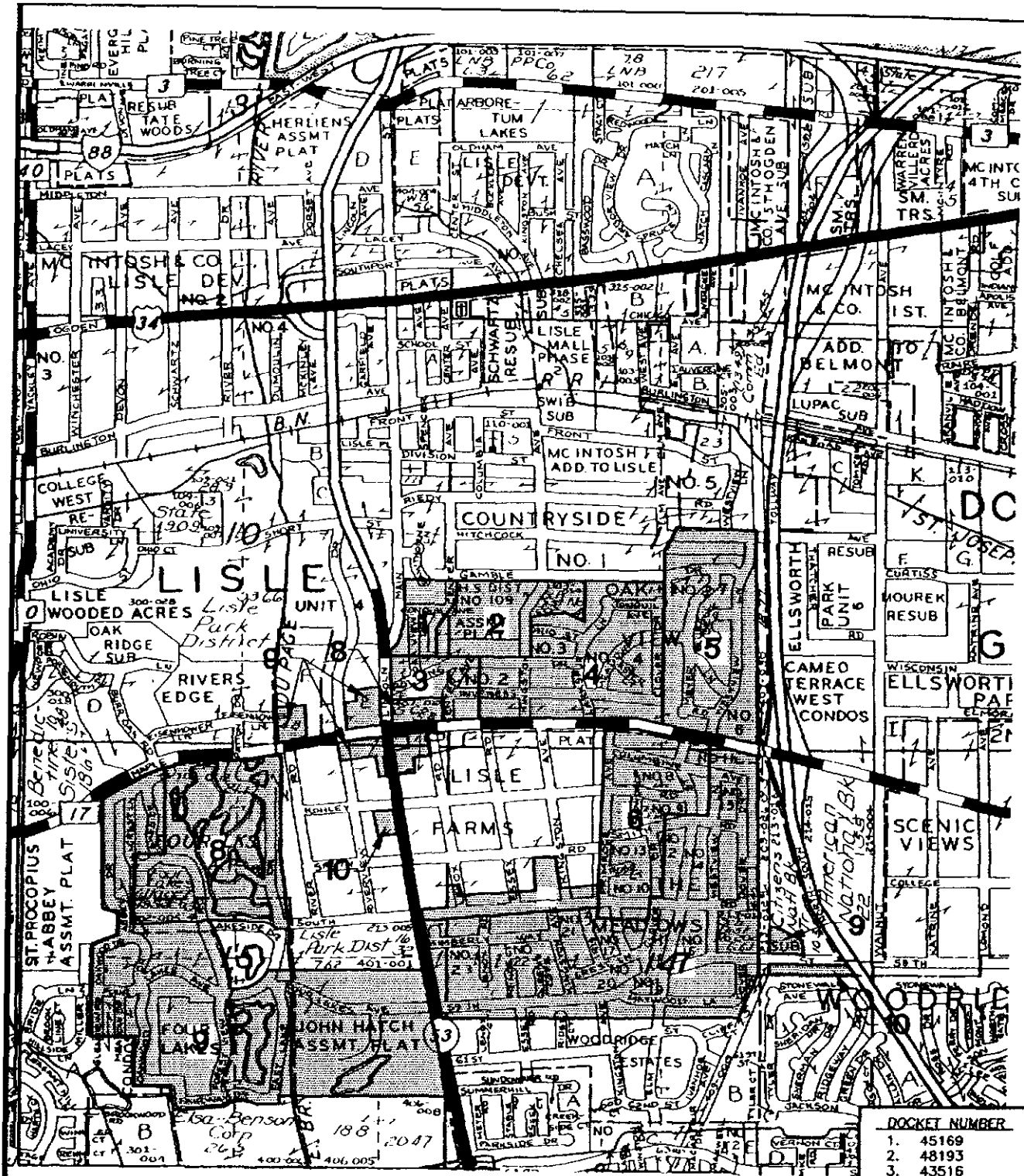
DOCKET NUMBER

- 1. 43300
- 2. 44866
- 3. 49133

CITIZENS
water resources



COUNTRY CLUB
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS
DUPAGE COUNTY T 40 N R 11 E
EXHIBIT C DWG. 3 OF 8



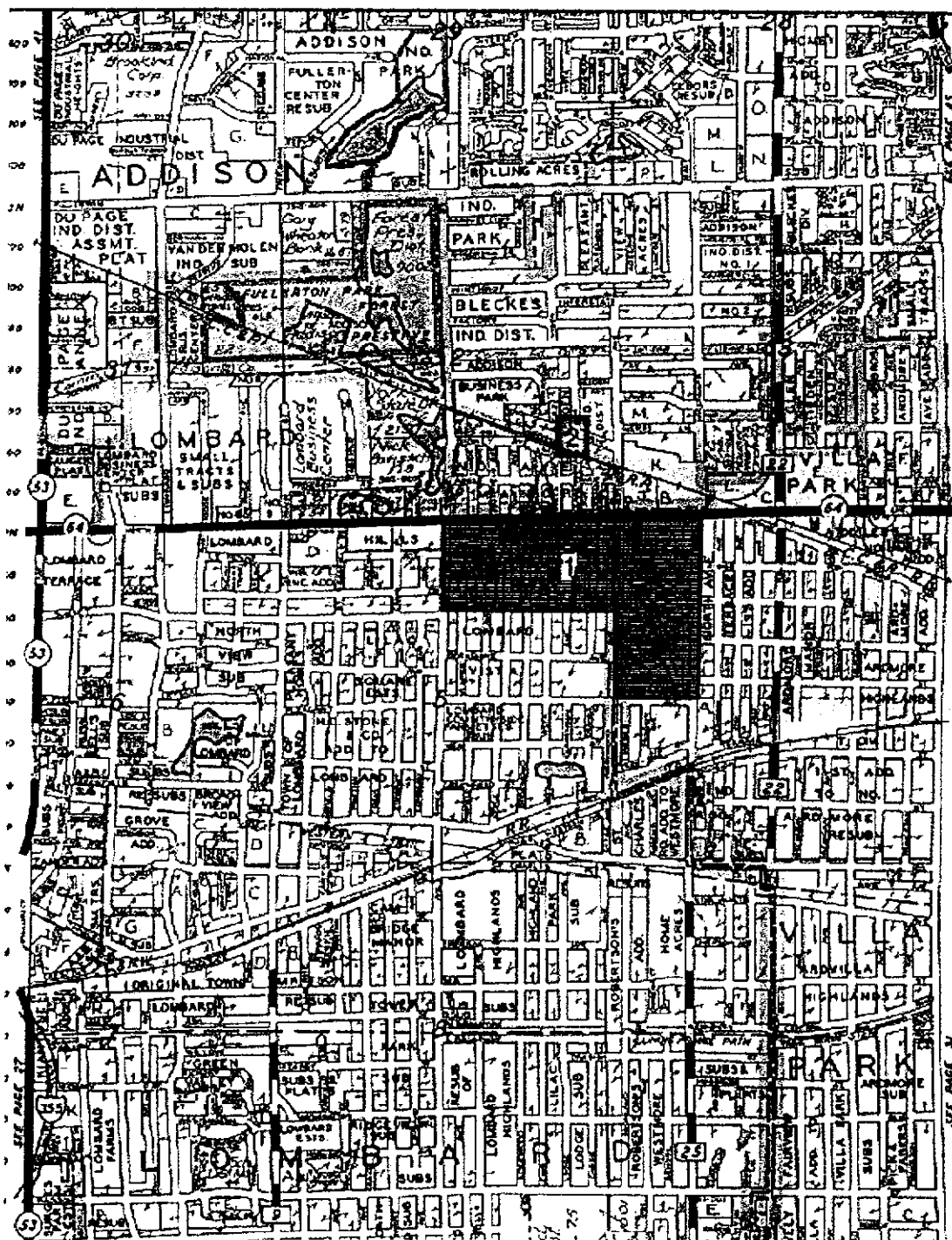
DOCKET NUMBER

1. 45169
2. 48193
3. 43516
4. 45169
5. 45910
6. 47915
7. 48193
8. 50048
9. 90-0405
10. 97-0383
- 11.
- 12.
- 13.

CITIZENS
water resources



DUPAGE
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS
DUPAGE COUNTY T 38 N R 10 E
EXHIBIT C DWG. 4 OF 8



DOCKET NUMBER

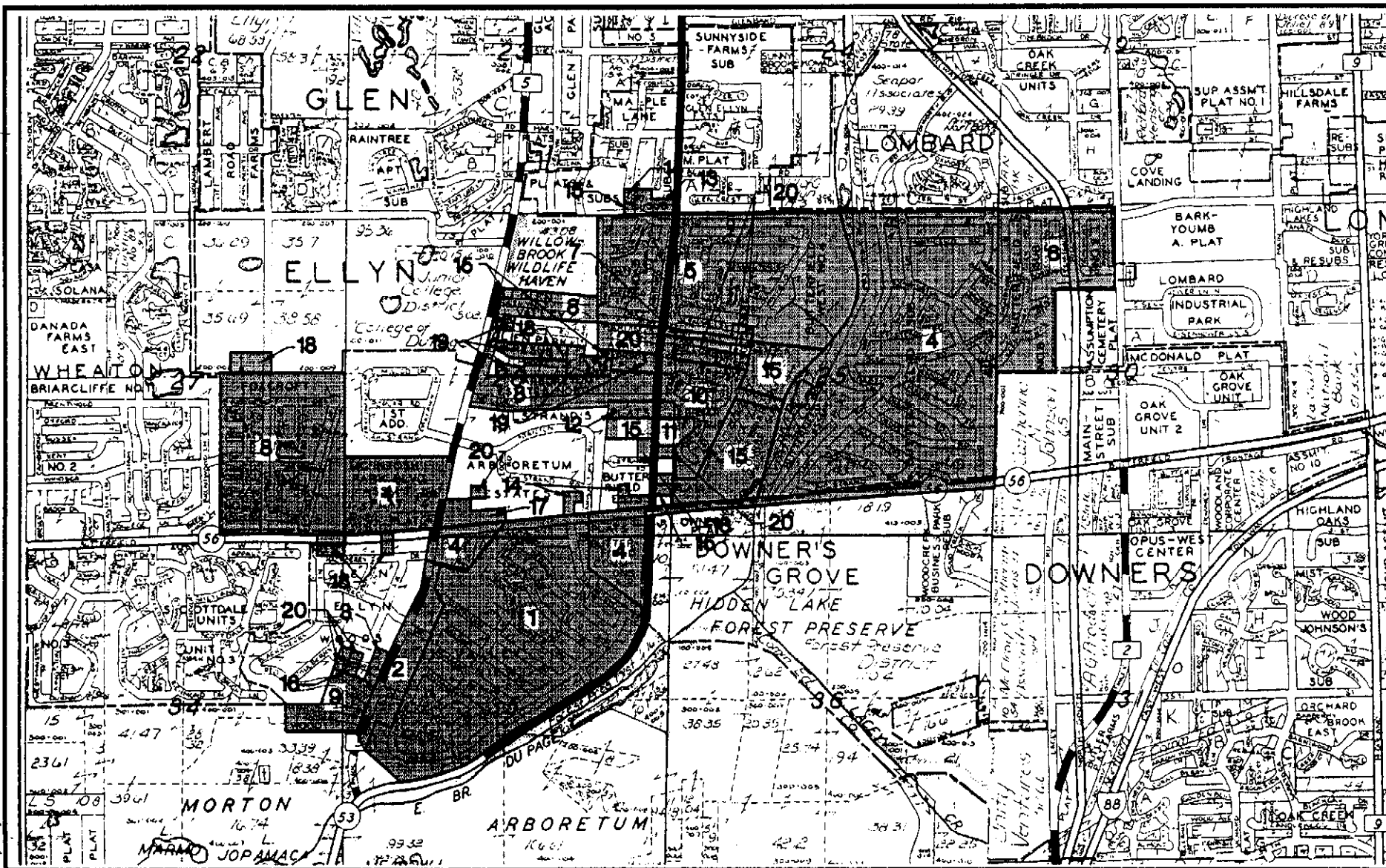
1. 42302
2. 91-0277



LOMBARD

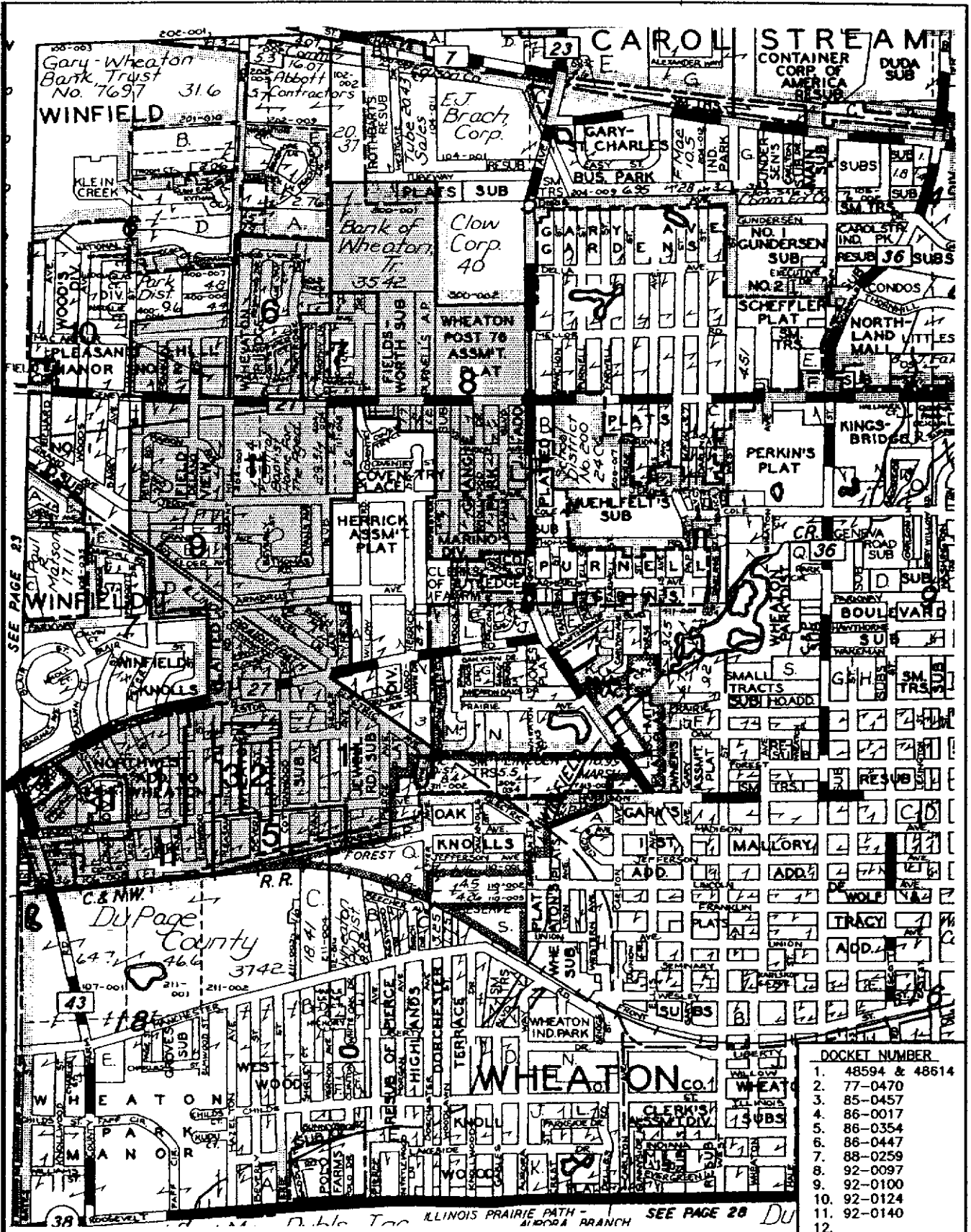
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS

DUPAGE COUNTY T 39 N R 11 E
EXHIBIT C DWG. 5 OF 8



VALLEY VIEW CITIZENS WATER RESOURCES SYSTEM AND UNIT SYSTEMS DUPAGE COUNTY T 39 N R 10, 11 E FYHIRT C DWG. 6 OF 8

DOCKET NUMBER			
1. 43999/44000	7. 52360	14. 85-0278	
2. 44197/44198	8. 53299	15. 88-0243	
3. 44991	9. 55626	16. 90-0053	
4. 46409/46410	10. 77-0427	17. 90-0335	
5. 47061/47062	11. 79-0241	18. 91-0277	
6. 51105	12. 80-0001	19. 95-0555	
	13. 83-0639	20. 97-0383	



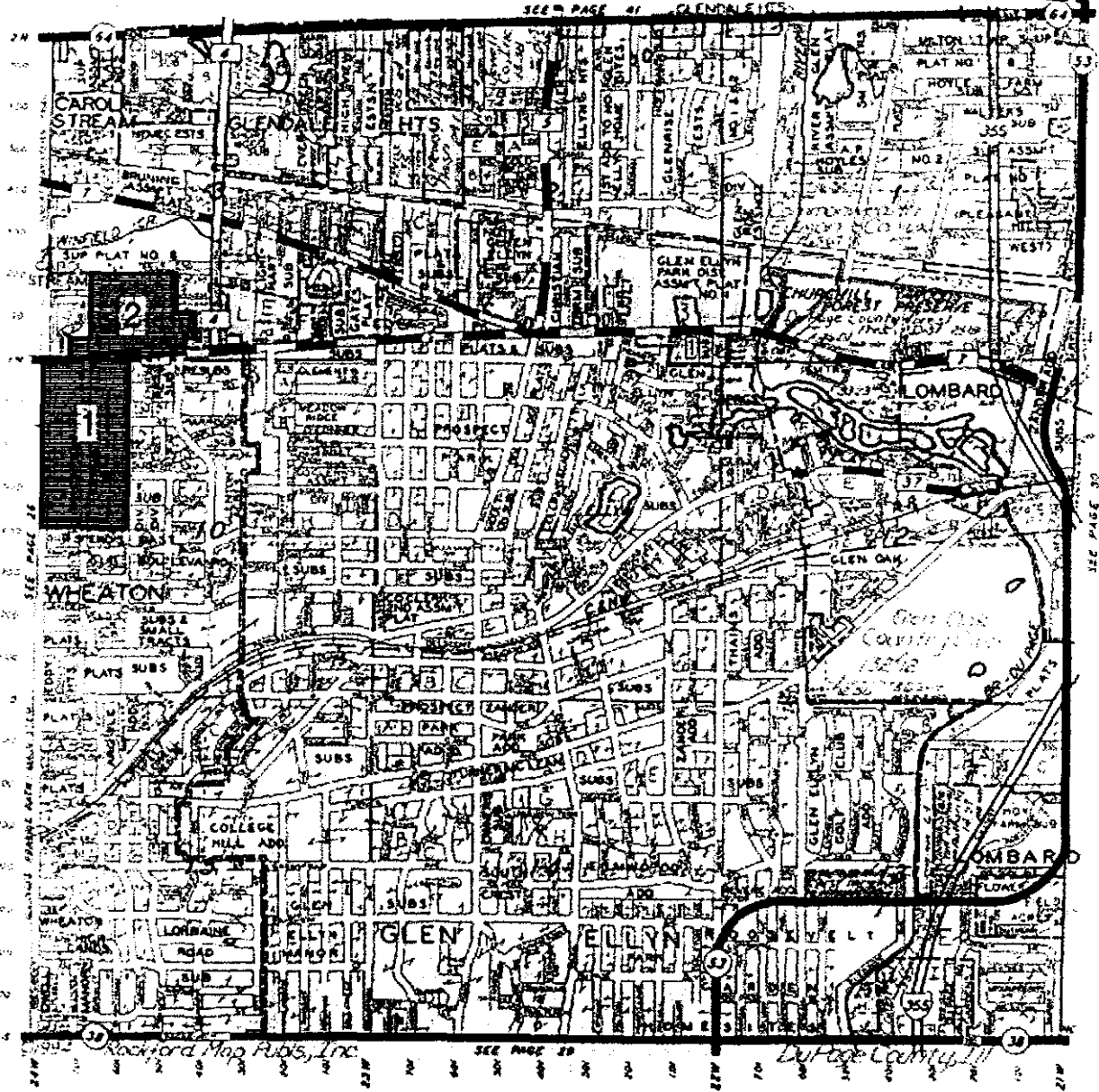
CITIZENS
water resources



LIBERTY RIDGE WEST
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS
DUPAGE COUNTY T 39 N R 10 E
EXHIBIT C DWG. 7 OF 8

NORTHEAST
PART MILTON

T.39N.-R.10E 27



DOCKET NUMBER

1. 84-0178
2. 92-0100

CITIZENS
water resources



LIBERTY RIDGE EAST
CITIZENS WATER RESOURCES SYSTEM
AND UNIT SYSTEMS
DUPAGE COUNTY T 39 N R 10 E
EXHIBIT C DWG. 8 OF 8

EXHIBIT D

CALCULATION OF WATER STORAGE REQUIREMENTS

WATER ALLOCATION (GALLONS/DAY)		47,000
TWO TIMES AVG DAY STORAGE (GALLONS)	$(47,000 \times 2) =$	94,000
10% SHALLOW WELL ALLOWANCE (GALLONS)	$(94,000 \times 0.10) =$	9,000
2001 DWC STORAGE ALLOWANCE (GALLONS)	$(47,000 / (89,875,000 + 47,000))$ $\times 62,500,000 =$	33,000
EXISTING STORAGE (GALLONS)		0
MIN ADDITIONAL REQ STORAGE (GALLONS)	$94,000 - 9,000 - 33,000 - 0 =$	52,000

	10/00-9/01 ALLOCATION (IN MGD)
DWC CUSTOMER	
ADDISON	4.292
ARGONNE N.L.	0.758
BENSENVILLE	2.664
BLOOMINGDALE	2.626
CAROL STREAM	4.259
CUCI - ARROWHEAD	0.196
CUCI - COUNTRY CLUB	0.117
CUCI - DuPAGE/LISLE	0.598
CUCI - LIBERTY RIDGE WEST	0.329
CUCI - LOMBARD	0.072
CUCI - VALLEY VIEW	0.700
CLARENDON HILLS	0.696
DARIEN	2.658
DOWNERS GROVE	6.577
ELMHURST	4.625
GLEN ELLYN	2.870
GLENDALE HEIGHTS	2.919
HINSDALE	2.632
ITASCA	1.673
LISLE	3.063
LOMBARD	4.772
NAPERVILLE	17.094
OAK BROOK	4.014
OAKBROOK TERRACE	0.107
ROSELLE	2.105
VILLA PARK	2.091
WESTMONT	2.835
WHEATON	5.700
WILLOWBROOK	1.256
WINFIELD	1.072
WOOD DALE	1.592
WOODRIDGE	2.913
TOTAL CUSTOMER ALLOCATIONS	89.875
CUCI - LIBERTY RIDGE EAST	0.047

EXHIBIT E

METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(Liberty Ridge East System)

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

Holland & Knight LLP
55 West Monroe
Suite 800
Chicago, Illinois 60603
(312) 263-3600

METERING STATION
EASEMENT AGREEMENT
(Liberty Ridge East System)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 200_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and Citizens Utilities Company of Illinois, an Illinois corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of _____, 200_ (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer under the Contract (collectively referred to as the "Liberty Ridge East Metering Station"); and

WHEREAS, the Contract provides that the Liberty Ridge East Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Liberty Ridge East Building Easement") for the location of the

Liberty Ridge East Metering Station as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Liberty Ridge East Building Easement and approved the same for the location of the Liberty Ridge East Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Liberty Ridge East Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Liberty Ridge East Building Easement to fulfill the provisions and purpose of the Contract;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Liberty Ridge East Metering Station at, in, under, and upon the Liberty Ridge East Building Easement, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. **[The**

Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.]

3. The Liberty Ridge East Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Liberty Ridge East Building Easement and Customer's adjacent property.

5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

6. The Customer hereby reserves the right to use the Liberty Ridge East Building Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Liberty Ridge East Metering Station without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the Liberty Ridge East Building Easement ***[or the access easement premises]*** in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the Liberty Ridge East Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Liberty Ridge East Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. The Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Liberty Ridge East Metering Station.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the permanent easement and access rights hereby granted.

The Commission may, within said 90 day period, at its own expense, and in its own discretion, remove the Liberty Ridge East Metering Station from the Liberty Ridge East Building Easement. If the Commission fails to remove the Liberty Ridge East Metering Station, as aforesaid, the Customer may take title to the Liberty Ridge East Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By:

James J. Holzwart
General Manager

CITIZENS UTILITIES COMPANY
OF ILLINOIS

ATTEST:

By:

Reed T. Scheppmann
Vice President and General Manager

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that James J. Holzwart, personally known to me to be the
General Manager of the DuPage Water Commission, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed, sealed, and delivered
said instrument as his free and voluntary act, and as the free and voluntary act of said
Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____,
200_.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Reed T. Scheppmann, personally known to me to be
the Vice President and General Manager of Citizens Utilities Company of Illinois, and
personally known to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed,
sealed, and delivered said instrument as his free and voluntary act, and as the free and
voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____,
200_.

Notary Public

My Commission Expires:_____

EXHIBIT F

ILLUSTRATIVE CALCULATION OF SECTION 12(c)(iii) AMOUNT AND PAYMENTS (1)

FUTURE VALUE OF MISSED FIXED COST PAYMENTS (01/1989 THRU 08/2002)	\$483,508,639	(2)
COMMON FACILITIES UTILIZATION FACTOR	56.68%	(3)
	<hr/>	
CUCI - LIBERTY RIDGE EAST SHARE OF COMMON FACILITIES	\$274,052,697 0.0554%	(4)
	<hr/>	
PRINCIPAL VALUE AT 10/10/02 OF CUCI - LIBERTY RIDGE EAST SECTION 12(c)(iii)AMOUNT	\$ 151,825	(5)
	<hr/>	
MONTHLY 12(c)(iii) PAYMENT DUE FROM CUCI - LIBERTY RIDGE EAST FOR 09/2002 THRU 4/2024	\$ 1,430	(6)
	<hr/>	
CUCI - LIBERTY RIDGE EAST MONTHLY PUMPAGE (IN 000 GALLONS)	1,490	(7)
	<hr/>	
MONTHLY 12(c)(iii) PAYMENT PER 1,000 GALLONS	\$ 0.96	
	<hr/>	

NOTES:

- (1) Assumes project completed and water first delivered on September 1, 2002.
- (2) See Schedule 1, which calculates the cumulative future value, as of 08/2002 (payments due up through 10/10/02), of the series of fixed cost payments made by Commission charter customers relating to the period between 01/1989 and 08/2002, inclusive. Schedule 1 assumes that CUCI - LIBERTY RIDGE EAST will make its first fixed cost payment on 11/10/02 for service during 09/2002.
- (3) See Schedule 2, which summarizes the portion of Commission facilities being utilized to provide service to CUCI - LIBERTY RIDGE EAST that were financed by charter customer fixed cost payments.
- (4) See Schedule 3, which calculates, based on CUCI - LIBERTY RIDGE EAST'S proportionate share of total charter customer IDOT Allocations, CUCI - LIBERTY RIDGE EAST'S share of the revenue-financed Commission facilities that will serve CUCI - LIBERTY RIDGE EAST.
- (5) Assumes that CUCI - LIBERTY RIDGE EAST makes its first fixed costs payment on 11/10/02 in satisfaction of its fixed cost liability for 09/2002 and thereafter continues making fixed cost payments on a monthly basis.
- (6) Represents \$151,825 (see note 4) amortized in equal monthly payments beginning on 11/10/02 and ending on 6/10/2024 at an annual interest rate of 10%.
- (7) Estimated based on IDOT Allocation for the period 05/02-04/03 (see Schedule 3).

EXHIBIT F (SCHEDULE 1)

FUTURE VALUE OF FIXED COST PAYMENTS 1/89 – 08/02

MONTH ENDING	ACTUAL FIXED COST PMTS.	PAYMENT DATE	# OF YEARS TO 10/10/02	FUTURE VALUE OF FIXED COST PMTS @ 10.0%
01/31/89	\$ 2,356,500	03/10/89	13.595	\$ 8,609,564
02/28/89	2,356,500	04/10/89	13.510	8,540,152
03/31/89	2,356,500	05/10/89	13.427	8,473,512
04/30/89	2,356,500	06/10/89	13.342	8,405,198
FY 1989	\$ 9,426,000			\$ 34,028,426
05/31/89	\$ 1,449,333	07/10/89	13.260	\$ 5,129,163
06/30/89	1,449,333	08/10/89	13.175	5,087,811
07/31/89	1,449,333	09/10/89	13.090	5,046,792
08/31/89	1,449,333	10/10/89	13.008	5,007,412
09/30/89	1,449,333	11/10/89	12.923	4,967,041
10/31/89	1,449,333	12/10/89	12.841	4,928,283
11/30/89	1,449,333	01/10/90	12.756	4,888,550
12/31/89	1,449,333	02/10/90	12.671	4,849,138
01/31/90	1,449,334	03/10/90	12.595	4,813,816
02/28/90	1,449,333	04/10/90	12.510	4,775,003
03/31/90	1,449,333	05/10/90	12.427	4,737,743
04/30/90	1,449,334	06/10/90	12.342	4,699,550
FY 1990	\$ 17,391,998			\$ 58,930,303
05/31/90	\$ 1,486,833	07/10/90	12.260	\$ 4,783,523
06/30/90	1,486,833	08/10/90	12.175	4,744,957
07/31/90	1,486,834	09/10/90	12.090	4,706,706
08/31/90	1,486,833	10/10/90	12.008	4,669,976
09/30/90	1,486,833	11/10/90	11.923	4,632,326
10/31/90	1,486,834	12/10/90	11.841	4,596,182
11/30/90	1,486,833	01/10/91	11.756	4,559,124
12/31/90	1,486,833	02/10/91	11.671	4,522,368
01/31/91	1,486,834	03/10/91	11.595	4,489,426
02/28/91	1,486,833	04/10/91	11.510	4,453,229
03/31/91	1,486,833	05/10/91	11.427	4,418,480
04/30/91	1,486,834	06/10/91	11.342	4,382,860
FY 1991	\$ 17,842,000			\$ 54,959,155
05/31/91	\$ 1,508,500	07/10/91	11.260	\$ 4,412,028
06/30/91	1,508,500	08/10/91	11.175	4,376,458
07/31/91	1,508,500	09/10/91	11.090	4,341,174
08/31/91	1,508,500	10/10/91	11.008	4,307,299
09/30/91	1,508,500	11/10/91	10.923	4,272,573
10/31/91	1,508,500	12/10/91	10.841	4,239,234
11/30/91	1,508,500	01/10/92	10.756	4,205,057
12/31/91	1,508,500	02/10/92	10.671	4,171,155
01/31/92	1,508,500	03/10/92	10.592	4,139,688

EXHIBIT F (SCHEDULE 1)

FUTURE VALUE OF FIXED COST PAYMENTS 1/89 – 08/02

MONTH ENDING	ACTUAL FIXED COST PMTS.	PAYMENT DATE	# OF YEARS TO 10/10/02	FUTURE VALUE OF FIXED COST PMTS @ 10.0%
02/29/92	1,508,500	04/10/92	10.507	4,106,313
03/31/92	1,508,500	05/10/92	10.425	4,074,271
04/30/92	1,508,500	06/10/92	10.340	4,041,423
FY 1992	\$ 18,102,000			\$ 50,686,672
05/31/92	\$ 1,562,545	07/10/92	10.258	\$ 4,153,550
06/30/92	1,562,545	08/10/92	10.173	4,120,063
07/31/92	1,562,545	09/10/92	10.088	4,086,847
08/31/92	1,562,545	10/10/92	10.005	4,054,956
09/30/92	1,562,545	11/10/92	9.921	4,022,265
10/31/92	1,562,545	12/10/92	9.838	3,990,879
11/30/92	1,562,545	01/10/93	9.753	3,958,703
12/31/92	1,562,545	02/10/93	9.668	3,926,788
01/31/93	1,562,545	03/10/93	9.592	3,898,182
02/28/93	1,562,545	04/10/93	9.507	3,866,754
03/31/93	1,562,545	05/10/93	9.425	3,836,581
04/30/93	1,562,545	06/10/93	9.340	3,805,650
FY 1993	\$ 18,750,540			\$ 47,721,218
05/31/93	\$ 1,511,474	07/10/93	9.258	\$ 3,652,539
06/30/93	1,511,474	08/10/93	9.173	3,623,092
07/31/93	1,511,474	09/10/93	9.088	3,593,882
08/31/93	1,511,474	10/10/93	9.005	3,565,838
09/30/93	1,511,474	11/10/93	8.921	3,537,090
10/31/93	1,511,474	12/10/93	8.838	3,509,490
11/30/93	1,511,474	01/10/94	8.753	3,481,196
12/31/93	1,511,474	02/10/94	8.668	3,453,130
01/31/94	1,511,474	03/10/94	8.592	3,427,974
02/28/94	1,511,474	04/10/94	8.507	3,400,337
03/31/94	1,511,474	05/10/94	8.425	3,373,804
04/30/94	1,511,474	06/10/94	8.340	3,346,604
FY 1994	\$ 18,137,688			\$ 41,964,976
05/31/94	\$ 1,486,044	07/10/94	8.258	\$ 3,264,624
06/30/94	1,486,044	08/10/94	8.173	3,238,304
07/31/94	1,486,044	09/10/94	8.088	3,212,196
08/31/94	1,486,044	10/10/94	8.005	3,187,131
09/30/94	1,486,044	11/10/94	7.921	3,161,436
10/31/94	1,486,044	12/10/94	7.838	3,136,767
11/30/94	1,486,044	01/10/95	7.753	3,111,478
12/31/94	1,486,044	02/10/95	7.668	3,086,393
01/31/95	1,486,044	03/10/95	7.592	3,063,909
02/28/95	1,486,044	04/10/95	7.507	3,039,207

EXHIBIT F (SCHEDULE 1)

FUTURE VALUE OF FIXED COST PAYMENTS 1/89 – 08/02

MONTH ENDING	ACTUAL FIXED COST PMTS.	PAYMENT DATE	# OF YEARS TO 10/10/02	FUTURE VALUE OF FIXED COST PMTS @ 10.0%
03/31/95	1,486,044	05/10/95	7.425	3,015,492
04/30/95	1,486,044	06/10/95	7.340	2,991,181
FY 1995	\$ 17,832,528			\$ 37,508,119
05/31/95	\$ 1,486,592	07/10/95	7.258	\$ 2,968,935
06/30/95	1,486,592	08/10/95	7.173	2,944,999
07/31/95	1,486,592	09/10/95	7.088	2,921,255
08/31/95	1,486,592	10/10/95	7.005	2,898,461
09/30/95	1,486,592	11/10/95	6.921	2,875,093
10/31/95	1,486,592	12/10/95	6.838	2,852,658
11/30/95	1,486,592	01/10/96	6.753	2,829,659
12/31/95	1,486,592	02/10/96	6.668	2,806,846
01/31/96	1,486,592	03/10/96	6.589	2,785,671
02/29/96	1,486,592	04/10/96	6.504	2,763,213
03/31/96	1,486,592	05/10/96	6.422	2,741,651
04/30/96	1,486,592	06/10/96	6.337	2,719,548
FY 1996	\$ 17,839,104			\$ 34,107,989
05/31/96	\$ 1,485,889	07/10/96	6.255	\$ 2,697,051
06/30/96	1,485,889	08/10/96	6.170	2,675,307
07/31/96	1,485,889	09/10/96	6.085	2,653,738
08/31/96	1,485,889	10/10/96	6.003	2,633,030
09/30/96	1,485,889	11/10/96	5.918	2,611,803
10/31/96	1,485,889	12/10/96	5.836	2,591,422
11/30/96	1,485,889	01/10/97	5.751	2,570,530
12/31/96	1,485,889	02/10/97	5.666	2,549,806
01/31/97	1,485,889	03/10/97	5.589	2,531,231
02/28/97	1,485,889	04/10/97	5.504	2,510,824
03/31/97	1,485,889	05/10/97	5.422	2,491,232
04/30/97	1,485,889	06/10/97	5.337	2,471,147
FY 1997	\$ 17,830,668			\$ 30,987,120
05/31/97	\$ 1,114,546	07/10/97	5.255	\$ 1,839,111
06/30/97	1,114,546	08/10/97	5.170	1,824,284
07/31/97	1,114,546	09/10/97	5.085	1,809,577
08/31/97	1,114,546	10/10/97	5.003	1,795,456
09/30/97	1,114,546	11/10/97	4.918	1,780,981
10/31/97	1,114,546	12/10/97	4.836	1,767,084
11/30/97	1,114,546	01/10/98	4.751	1,752,837
12/31/97	1,114,546	02/10/98	4.666	1,738,706
01/31/98	1,114,546	03/10/98	4.589	1,726,040
02/28/98	1,114,546	04/10/98	4.504	1,712,124
03/31/98	1,114,546	05/10/98	4.422	1,698,764

EXHIBIT F (SCHEDULE 1)

FUTURE VALUE OF FIXED COST PAYMENTS 1/89 – 08/02

MONTH ENDING	ACTUAL FIXED COST PMTS.	PAYMENT DATE	# OF YEARS TO 10/10/02	FUTURE VALUE OF FIXED COST PMTS @ 10.0%
04/30/98	1,114,546	06/10/98	4.337	1,685,068
FY 1998	\$ 13,374,552			\$ 21,130,032
05/31/98	\$ 1,114,715	07/10/98	4.255	\$ 1,672,173
06/30/98	1,114,715	08/10/98	4.170	1,658,692
07/31/98	1,114,715	09/10/98	4.085	1,645,319
08/31/98	1,114,715	10/10/98	4.003	1,632,480
09/30/98	1,114,715	11/10/98	3.918	1,619,319
10/31/98	1,114,715	12/10/98	3.836	1,606,683
11/30/98	1,114,715	01/10/99	3.751	1,593,730
12/31/98	1,114,715	02/10/99	3.666	1,580,881
01/31/99	1,114,715	03/10/99	3.589	1,569,365
02/28/99	1,114,715	04/10/99	3.504	1,556,712
03/31/99	1,114,715	05/10/99	3.422	1,544,565
04/30/99	1,114,715	06/10/99	3.337	1,532,113
FY 1999	\$ 13,376,580			\$ 19,212,033
05/31/99	\$ 1,114,395	07/10/99	3.255	\$ 1,519,721
06/30/99	1,114,395	08/10/99	3.170	1,507,469
07/31/99	1,114,395	09/10/99	3.085	1,495,315
08/31/99	1,114,395	10/10/99	3.003	1,483,647
09/30/99	1,114,395	11/10/99	2.918	1,471,686
10/31/99	1,114,395	12/10/99	2.836	1,460,202
11/30/99	1,114,395	01/10/00	2.751	1,448,430
12/31/99	1,114,395	02/10/00	2.666	1,436,752
01/31/00	1,114,395	03/10/00	2.586	1,425,913
02/29/00	1,114,395	04/10/00	2.501	1,414,417
03/31/00	1,114,395	05/10/00	2.419	1,403,380
04/30/00	1,114,395	06/10/00	2.334	1,392,066
FY 2000	\$ 13,372,740			\$ 17,458,999
05/31/00	\$ 1,114,543	07/10/00	2.252	\$ 1,381,387
06/30/00	1,114,543	08/10/00	2.167	1,370,250
07/31/00	1,114,543	09/10/00	2.082	1,359,203
08/31/00	1,114,543	10/10/00	2.000	1,348,597
09/30/00	1,114,543	11/10/00	1.915	1,337,724
10/31/00	1,114,543	12/10/00	1.833	1,327,286
11/30/00	1,114,543	01/10/01	1.748	1,316,585
12/31/00	1,114,543	02/10/01	1.663	1,305,971
01/31/01	1,114,543	03/10/01	1.586	1,296,457
02/28/01	1,114,543	04/10/01	1.501	1,286,005
03/31/01	1,114,543	05/10/01	1.419	1,275,970

EXHIBIT F (SCHEDULE 1)

FUTURE VALUE OF FIXED COST PAYMENTS 1/89 – 08/02

<u>MONTH ENDING</u>	<u>ACTUAL FIXED COST PMTS.</u>	<u>PAYMENT DATE</u>	<u># OF YEARS TO 10/10/02</u>	<u>FUTURE VALUE OF FIXED COST PMTS @ 10.0%</u>
04/30/01	<u>1,114,543</u>	06/10/01	1.334	<u>1,265,683</u>
FY 2001	\$ <u>13,374,516</u>			\$ <u>15,871,118</u>
05/31/01	\$ <u>1,114,713</u>	07/10/01	1.252	\$ <u>1,255,998</u>
06/30/01	<u>1,114,713</u>	08/10/01	1.167	<u>1,245,872</u>
07/31/01	<u>1,114,713</u>	09/10/01	1.082	<u>1,235,828</u>
08/31/01	<u>1,114,713</u>	10/10/01	1.000	<u>1,226,184</u>
09/30/01	<u>1,114,713</u>	11/10/01	0.915	<u>1,216,299</u>
10/31/01	<u>1,114,713</u>	12/10/01	0.833	<u>1,206,808</u>
11/30/01	<u>1,114,713</u>	01/10/02	0.748	<u>1,197,078</u>
12/31/01	<u>1,114,713</u>	02/10/02	0.663	<u>1,187,427</u>
01/31/02	<u>1,114,713</u>	03/10/02	0.586	<u>1,178,777</u>
02/28/02	<u>1,114,713</u>	04/10/02	0.501	<u>1,169,274</u>
03/31/02	<u>1,114,713</u>	05/10/02	0.419	<u>1,160,150</u>
04/30/02	<u>1,114,713</u>	06/10/02	0.334	<u>1,150,796</u>
FY 2002	\$ <u>13,376,556</u>			\$ <u>14,430,490</u>
05/31/02	\$ <u>1,114,557</u>	07/10/02	0.252	\$ <u>1,141,657</u>
06/30/02	<u>1,114,557</u>	08/10/02	0.167	<u>1,132,452</u>
07/31/02	<u>1,114,557</u>	09/10/02	0.082	<u>1,123,322</u>
08/31/02	<u>1,114,557</u>	10/10/02	0.000	<u>1,114,557</u>
FY 2003	\$ <u>4,458,228</u>			\$ <u>4,511,988</u>
FUTURE VALUE OF FIXED COST PAYMENTS 1/89 - 8/02				\$ <u>483,508,639</u>

EXHIBIT F (SCHEDULE 2)

USE AND FINANCING OF COMMISSION FACILITIES

<u>FACILITY</u>	<u>DISTRIBUTION (1) FACILITIES</u>	<u>SUPPLY (2) FACILITIES</u>
12 FOOT DIAMETER TUNNEL		\$ 26,557,903
CHICAGO PUMP STATION		52,336,068
90 INCH TRANSMISSION MAIN		52,775,093
DUPAGE PUMP STATION		47,846,669
DUPAGE TRANSMISSION MAINS	\$123,978,698	
DUPAGE STORAGE	15,770,956	

FACILITIES USED IN COMMON TO SERVE CHARTER CUSTOMERS AND CUCI - LIBERTY RIDGE EAST	139,749,654 (56.68%)	

FEEDER MAINS	65,353,899	
METER STATIONS	19,775,501	
P.A. STATIONS	21,693,600	
FACILITIES USED TO SERVE ONLY CHARTER CUSTOMERS	----- 106,823,000 (43.32%)	-----

TOTAL FACILITIES	\$246,572,654 (100.00%) =====	\$179,515,733 =====

NOTES:

- (1) Financed by revenue bonds and customer charges.
- (2) Financed by general obligation bonds and real estate taxes.

EXHIBIT F (SCHEDULE 3)

CHARTER CUSTOMER AND CUCI - LIBERTY RIDGE EAST
IDOT ALLOCATIONS FOR 05/02-04/03

Source LMO 99-3*

<u>MUNICIPALITY</u>	<u>05/02-04/03 ALLOCATION (IN MGD)</u>	
ADDISON	4.399	
BENSENVILLE	2.680	
BLOOMINGDALE	2.696	
CAROL STREAM	4.367	
CLARENDON HILLS	0.704	
DARIEN	2.706	
DOWNERS GROVE	6.675	
ELMHURST	4.648	
GLEN ELLYN	2.902	
GLENDALE HEIGHTS	2.971	
HINSDALE	2.641	
ITASCA	1.709	
LISLE	3.127	
LOMBARD	4.827	
NAPERVILLE	18.456	
OAK BROOK	4.062	
ROSELLE	2.157	
VILLA PARK	2.101	
WESTMONT	2.854	
WHEATON	5.768	
WILLOWBROOK	1.290	
WOOD DALE	1.616	
WOODRIDGE	3.030	

TOTAL CHARTER CUSTOMER ALLOCATIONS	88.386	99.9446%
CUCI - LIBERTY RIDGE EAST ALLOCATIONS	0.0490	0.0554%

TOTAL	88.435	100.0000%

* Revised LMO 94-2 for Addison; LMO 89-2 for Itasca; LMO 99-3 as reconsidered 10/6/98 for CUCI - Liberty Ridge East.

EXHIBIT G

ILLUSTRATIVE SCHEDULE OF EVENTS

WEEKS	0	6	12	16	20
I. CUCI DUTIES	(CONTRACT SIGNED)				
A. ICC Approval		File for ICC Approval (Section 22A)	Projected ICC Approval (Contract Effective)		
B. Property Interests	Commence acquisition of necessary interests (Section 10G)			Convey all required easements and interests to DWC (Section 10G)	
C. Liberty Ridge East System Connection Facilities			Submit plans and specs for DWC review (Section 10A)	DWC completes review (Section 10A)	Complete final plans and specs (Section 10A)
D. Water Storage Facilities			Submit plans and specs for DWC review (Section 10D)	DWC completes review (Section 10D)	Complete final plans and specs (Section 10D)
II. DWC DUTIES					
A. Property Interests					
B. Commission Connection Facilities					
III. OTHER EVENTS					
A. Delivery of Water					
B. Payment of Costs other than O&M					
C. Payment of O&M Costs					

WEEKS	21	24	28	34	38
I. CUCI DUTIES					
A. ICC Approval					
B. Property Interests					
C. Liberty Ridge East System Connection Facilities	File for IEPA and local approvals (Section 10B)			Projected IEPA and local approvals	Commence construction 28 days after receipt of last required approval (Section 10C)
D. Water Storage Facilities	File for IEPA and local approvals (Section 10E)			Projected IEPA and local approvals	Commence construction 28 days after receipt of last required approval (Section 10F)
II. DWC DUTIES					
A. Property Interests		Projected completion of acquisition of necessary property interests			
B. Commission Connection Facilities			Commence Design (Section 10H)		
III. OTHER EVENTS					
A. Delivery of Water					
B. Payment of Costs other than O&M					
C. Payment of O&M Costs					

WEEKS	46	64	68	76
I. CUCI DUTIES A. ICC Approval B. Property Interests C. Liberty Ridge East System Connection Facilities D. Water Storage Facilities		Complete construction (Section 10C) Complete construction (Section 10F)		
II. DWC DUTIES A. Property Interests B. Commission Connection Facilities	Projected IEPA and local approvals		Complete construction 280 days after design commences (Section 10H)	
III. OTHER EVENTS A. Delivery of Water B. Payment of Costs other than O&M C. Payment of O&M Costs			Delivery begins if storage complete or under construction and sufficient wells (Section 3B)	First payment due at 1 st billing cycle after earlier delivery of water or 12 mos. after Commission Connection Facilities substantially completed (Section 7N) First payment due at 1 st billing cycle after earlier delivery of water or substantial completion of Commission Connection Facilities (Section 7N)